

Webster Co.

PPME #2003 (Roads)

7/1/2006 6/30/2009

LABOR AGREEMENT

BETWEEN

WEBSTER COUNTY BOARD OF SUPERVISORS

AND

**PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES
LOCAL 2003
(ROAD WORKERS)**

JULY 1, 2006 TO JUNE 30, 2009

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006, by and between WEBSTER COUNTY SECONDARY ROAD, hereinafter referred to as "Employer", and PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES, LOCAL 2003, hereinafter referred to as the Union. This agreement constitutes the complete and final agreement between the parties on all bargainable issues.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5985 dated May 18, 1999 and amended in PERB Case No. 6275 dated January 24, 2001

INCLUDED: All regular full-time employees of the Webster County Secondary Road Department, including all regular full-time Equipment Operators, mechanics, Sign Technicians, Welder/Fabricators, and Part/Purchasing Agents.

EXCLUDED: Engineer, Assistant Engineer, Assistant to the Engineer, Maintenance Superintendent, Engineering Technician, Foreman, clerical employees, Office Administrator, Secretary, supervisory employees, confidential employees, temporary employees and all others excluded by the Act.

ARTICLE 2 SEVERABILITY AND SAVINGS

If any provision of the Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3 GRIEVANCE PROCEDURE AND ARBITRATION

A grievance shall mean that there has been an alleged violation or application of the expressed provisions of this Agreement.

Grievance Steps:

Step 1. An employee and/or Union Steward shall present a complaint or problem to his/her designated representative within five (5) working days following its occurrence or within five (5) working days of when the employee knew or should have known of its occurrence in an effort to resolve the problem in an informal manner. The immediate supervisor or his/her designated representative will answer the grievance within the same five (5) working day period.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Engineer or his/her designated representative within five (5) working days of the occurrence or within five (5) working days of when the employee knew or should have known of its occurrence. The Engineer and/or his/her designated representative may schedule a meeting with the aggrieved employee and/or the appropriate Union representative to discuss and attempt to resolve the grievance. Within ten (10) working days, the Engineer or his/her designated representative will answer the grievance in writing.

Step 3. If the grievance is not settled in Step 2, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Chair of the Board of Supervisors or his/her designee within five (5) working days following the Engineer's answer. The Chair or his/her designee will answer the grievance within fifteen (15) working days of the receipt of the grievance.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within fifteen (15) working days after the employee's receipt of the Step 3 answer.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at any Step is not timely answered by the Employer, it may automatically be referred to the next Step.

After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party of the notice of referral of a case to arbitration to select an arbitrator or to request, in writing, the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the Union striking the first name. Each party can reject the entire arbitration list one time prior to the selection procedure commencing. If either party deems the list to be unacceptable, another list will then be requested. Once the acceptable list is received, the arbitrator is to be selected within fifteen (15) workdays. After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide a resolution to the pending case. The fees and expenses of the arbitrator will be shared and paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, alter, nullify, detract from or add to the provisions of this Agreement. The arbitrator's

decision will be final and binding on the parties. All grievance and arbitration meetings under this Article are to be held in private and not open to the public.

Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

ARTICLE 4 SENIORITY

Seniority means an employee length of continuous service, since the last date of hire. In the case of more than one employee having the same hire date, seniority shall be determined by the last four digits of their social security number. The employee with the higher number would be considered to have more seniority than an employee with a lower number.

The Union shall be furnished with a seniority list of bargaining unit employees, including name, hire date and job classification within thirty (30) days after the effective date of the Agreement. The Union shall also receive notice of any layoff or recall of a bargaining unit employee.

Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Failure to report for work at the end of leave of absence.
- (e) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, certified mail, return receipt requested.
- (f) Seniority rights will be forfeited if the employee is absent from work for any reason for a period of one (1) year.
- (g) Employee retires.

Reduction in Force Procedures. If the Employer determines a layoff is necessary, the least senior employee in the classification affected will be laid off first. The affected employee may replace the least senior contract covered employee in the Secondary Road Department if qualified to perform the job in the judgment of the Engineer.

Those employees to be laid off will be notified as soon as possible. Laid off employees shall have the responsibility of advising the County of their current addresses and telephone numbers during layoff. If the County recalls employees, such employees shall be recalled in the inverse order of layoff.

Job Vacancy Procedures. Bargaining unit vacancies will be posted on the bulletin board for a period of five (5) working days. Any bargaining unit employee may apply for a vacancy. If no qualified bargaining unit employee applies within the posting period, the vacancy may be filled from the outside.

Employees who are selected to fill employment vacancies will be granted a 30 day training period, which may be extended by mutual agreement of the parties. If the County determines during the 30 day training period that the employee is unsuitable for the new job, the County shall reassign the employee to the employee's previous job and the job shall be re-posted.

ARTICLE 5 HOURS OF WORK AND OVERTIME

The normal working schedule will be 40 hours per week Monday through Friday. The normal starting and quitting time will be 7:00 AM to 3:30 PM with a 1/2 hour unpaid lunch. However, the Employer may change the normal hours of work as it deems necessary.

Overtime: Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of forty (40) hours in a seven day work week. All overtime must have prior approval of the Engineer or his designee. The workweek for the purposes of computing weekly overtime pay will begin at 12:01 a.m. on Monday. All hours worked on Saturday or Sunday will be paid at the rate of one and one-half times the employee's straight time hourly wage rate.

Call-back: If an employee is called back to work, he shall be paid time and one-half (1 1/2) for hours worked or a minimum of 2 hours at straight time. Call back does not apply to hours contiguous to the employee's normal start or quit time.

Hours worked and holiday, vacation time and sick leave shall be counted for the purpose of computing overtime.

ARTICLE 6 SICK LEAVE

Accumulation: Sick leave shall be accrued by a full-time employee at the rate of ten (10) hours per month to a total accumulation of one thousand (1000) hours. If in any month, an employee uses more than ten (10) days sick leave, no sick leave will be earned for the month. Sick leave will be paid for on the basis of the employees regular daily hours of work.

After an employee has accumulated one thousand (1000) hours of sick leave, the employee shall earn one (1) day of paid vacation for each eighty (80) hours of sick leave accrued in excess of the one thousand (1000) hour maximum accumulation.

Use of Sick Leave: Employees may use sick leave for any non-work related illness, injury, or temporary disability, including pregnancy, that prevents the employee from performing his/her job duties. Granting of sick leave is not automatic and all sick leave must be approved by the department head. A medical verification of illness or injury may be required to substantiate the need for sick leave. Medical certification satisfactory to the Employer may also be required to verify an employee's fitness for duty following use of sick leave. The Engineer may require a physician's certificate supporting absences. Employees will also be allowed to use three (3) days of his/her accumulated sick leave for the illness of the employee's mother, father, spouse, child, or step child. The three (3) family illness days may be used in half day (1/2) increments.

Notification: When absences due to sickness are necessitated, the employee shall notify his/her Foreman prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Date of Employment: For the purpose of this Article, an employee who begins his/her employment on or before the 15th day of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the 15th of the month will begin to accrue sick leave on the first day of the month following his/her employment.

Sick leave may be used for a work-related illness or injury as follows:

Generally, an employee who is eligible for workers compensation may use sick leave for scheduled work days lost during the first three days following the injury or illness. If the employee continues to be eligible for workers compensation, the employee will be paid at the State of Iowa workers compensation rate of pay starting on the fourth day of the disability. If the employee is off work for more than fourteen (14) working days, the insurance carrier will then pay for the first three days following the illness or injury. The County will then deduct the pay for those first three days from the employee's next regular payroll check. An employee may supplement workers compensation benefits with accumulated sick leave and vacation if the employee requests the supplement in writing. The County will then compensate the employee for the difference between his or her workers compensation payment and the available sick leave and/or vacation time payment. The employee's accumulated sick leave and/or vacation, will be reduced accordingly.

ARTICLE 7 FUNERAL LEAVE

Regular full-time employees may be granted up to three (3) days paid bereavement leave for the death of the employee's spouse, son, son-in-law, daughter, daughter-in-law, stepchildren, parents or stepparents, mother-in-law, father-in-law, brother, sister,

brother-in-law, sister-in-law, grandparents or grandchildren, and present county employee. Only days absent which would have been compensable workdays will be paid for at the rate of an eight (8) hour day. No payment will be made during vacations, holidays, layoffs, or other leave of absence. Employee must attend the funeral in order to qualify for funeral leave pay.

An employee may request to use vacation to attend a funeral. If the employee has no vacation, he/she may attend the funeral without pay.

ARTICLE 8 HOLIDAYS

Regular full-time employees are eligible for the following paid holidays:

- New Years Day
- President's Day
- Good Friday afternoon (1/2 day)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day (1/2 day)
- Christmas Day

Holidays are to be paid at the rate of the employees straight time wage rate times the employees regular daily hours of work. The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee scheduled to work on any recognized paid holiday shall receive his/her regular compensation (holiday pay) plus time and one-half the employees hourly rate for hours worked on the holiday. Holidays that fall on Saturday will be observed on the proceeding Friday and those that fall on Sunday will be observed on the following Monday.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. If the employee is absent either or both of said workdays as a result of personal illness substantiated by a medical doctors written statement, or on-the-job injury, or vacation with prior approval from his/her immediate supervisor, the employee shall be considered as having met these requirements.

Any employee on unpaid leave of absence or layoff is not eligible for holiday pay. Any employee off work due to an on-the-job injury or paid leave of absence will not receive holiday pay after the first thirty (30) days of absence.

ARTICLE 9
JOB CLASSIFICATION AND STRAIGHT TIME HOURLY WAGE RATES

Reference is made here to Exhibit A, Job Classification and Straight Time Hourly Wage Rates. By this reference, said Exhibit becomes a part of this Agreement.

ARTICLE 10
INSURANCE

Regular full-time employees are eligible to participate in the County provided group health insurance program. The County will pay 100% of the single premium. Employees may elect to cover his/her eligible dependents by paying 25% of the dependent premium. Eligibility and coverage are subject to plan terms and conditions. The Employer reserve the right to select the insurance carrier, however, benefit levels will be comparable to the current plan.

ARTICLE 11
JURY DUTY

A full- time employee required to serve as a juror shall receive his/her regular wage. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, travel expense and meals, received for such duty to the employer. If release from jury duty, the employee shall report to work within two (2) hours of being released.

ARTICLE 12
VACATION

Regular full-time employees are eligible for vacation as the following schedule:

After 1 Year of Employment	(1) One week (40 hours)
After 2 Years of Employment	(2) Two weeks (80 hours)
After 5 Years of Employment	(3) Three weeks (120 hours)
After 10 Years of Employment	(4) Four weeks (160 hours)

No more than Eighty (80) hours may be carried over to the following year, except for special conditions relating to medical reasons and approved by Department Head and Board of Supervisors.

Employees may take vacation in hourly increments with approval of the Engineer or his/her designee.

Vacation Pay will be at the Employee's normal pay for the week for which he/she would have been regularly scheduled to work.

ARTICLE 13 DUES DEDUCTION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her first payroll of the month and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Any such authorization may be revoked by an employee at any time upon thirty (30) days written notice to the County and shall automatically be cancelled upon termination of employment.

The Employer will enclose with the deduction a list of unit employees indicating those employees for which dues have been deducted and their rate of pay.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suites, orders or judgments brought to issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 14 MISCELLANEOUS

Full-Time Employee Any employee working at least 40 or more hours per week on a regularly scheduled basis.

Bulletin Board The Union shall be permitted to post official Union meeting notices in shops where unit employees regularly work.

Visitation The Business Representative of the Union who has been previously identified by the Union to the County Engineer, may visit the shops after obtaining permission from the County Engineer. The Union Representative shall schedule such visits in advance.

Mileage Employees shall be paid a mileage allowance at the rate set out in the general County Policy set by the Board of Supervisors for all county-required use of employees' personal vehicles. Payment for mileage will be allowed once per month.

Pay Periods Payroll will be every two (2) weeks and payday will be on Friday unless there are unforeseen problems.

**ARTICLE 15
DURATION OF AGREEMENT**

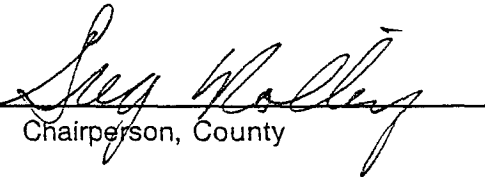
THIS AGREEMENT shall be effective from July 1st, 2006 and shall continue to remain in full force and effect until its expiration on July 1st, 2009.


During the life of this Agreement, neither the Employer nor Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement. Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party before October 15, 2008.

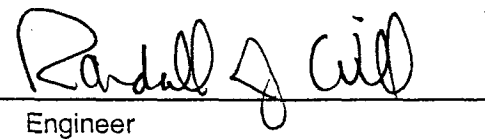
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 20th day of JUNE, 2006.

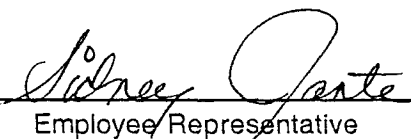
WEBSTER COUNTY, IOWA

SECONDARY ROAD
EMPLOYEES ASSOCIATION

By 
Chairperson, County

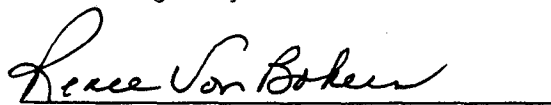
By 
Business Representative

By 
Engineer

By 
Employee Representative

By 
Employee Representative

Acknowledged by:


Employer Representative
Von Bokern Associates, Inc.

**EXHIBIT A
SALARY SCHEDULE**

	7-1-06	7-1-07	7-1-08
Equipment Operator A	\$17.83	\$18.36	\$18.92
Equipment Operator B	\$17.91	\$18.45	\$19.00
Equipment Operator C	\$17.97	\$18.51	\$19.07
Mechanic	\$18.44	\$18.99	\$19.56
Sign Tech	\$17.91	\$18.45	\$19.00
Welder/Fabricator	\$18.44	\$18.99	\$19.56
Parts Manager	\$17.83	\$18.36	\$18.92

New Employee wage scale:

Length of service	Percent of classification rate
Hire	80%
6 mos.	90%
1 year	95%
18 mos.	100%

Longevity Schedule

Length of service	Cents per hour
After 4 years	.04
After 8 years	.08
After 12 years	.12
After 16 years	.16
After 20 years	.20